

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 5/19/04

Division: Public Safety

Bulk Item: Yes X No

Department: Solid Waste Management

AGENDA ITEM WORDING: Approval of Solid Waste and Recycling Collection Franchise Agreements with Waste Management of Florida, Inc, Mid-Keys Waste, Inc, Keys Sanitary Service, and Ocean Reef Club, Inc.

ITEM BACKGROUND: Monroe County is divided into four (4) specific franchise areas for the purposes of solid waste and recycling collection. These agreements continue these essential services.

PREVIOUS RELEVANT BOCC ACTION: Approval of the current agreements on 7/20/1994; approval of various amendments, assignments, and renewals on 1/16/1997, 6/9/1999, 7/21/1999, and 6/14/2000. Authorization to negotiate renewals of the several agreements 9/17/2003.

CONTRACT/AGREEMENT CHANGES: These are new contracts. The method of calculating annual increases is changed from the use of the Refuse Rate Index, in the old agreements, to the Consumer Price Index for all urban consumers. The balance of the agreements are substantially the same as the previous agreements as renewed and amended.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$5,000,000 (approximately) BUDGETED: Yes X No

COST TO COUNTY: \$5,000,000 SOURCE OF FUNDS: Solid Waste Assessments, Commercial and Service fees, and grant funds.

REVENUE PRODUCING: Yes X No AMOUNT PER MONTH \$166,667 YEAR \$2,000,000

APPROVED BY: County Atty X/ OMB/Purchasing X/ Risk Management X

ITEM PREPARED BY: Carol A. Cobb 5/4/03
Carol A. Cobb, Sr. Administrator Solid Waste Management

DIVISION DIRECTOR APPROVAL: James R. "Reggie" Paros 5/4/2004
James R. "Reggie" Paros

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: AGENDA ITEM # D5
Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Waste Management Contract # _____
 Effective Date: 10/01/04
 Expiration Date: 09/30/09

Contract Purpose/Description:
Solid Waste and Recycling Collection Franchise Agreement

Contract Manager: Carol A. Cobb 4432 Solid Waste Management/Stop
(Name) (Ext.) #1
(Department/Stop #)

for BOCC meeting on 05/19/04 Agenda Deadline: 05/04/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 2,000,000 Current Year Portion: \$ n/a
 Budgeted? Yes ☒ No ☐ Account Codes: 414-44000-530340-
 Grant: \$ n/a _____
 County Match: \$ n/a _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a/yr For: n/a
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/7/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/7/04</u>
Risk Management	<u>5/6/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill D...</u>	<u>5/6/04</u>
O.M.B./Purchasing	<u>5/5/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Barker</u>	<u>5-04</u>
County Attorney	<u>5/4/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>John Coles</u>	<u>05/04/04</u>

Comments: Needs Public Entity Crime Statement & Ethics Clause. - see attached

Solid Waste and Recycling

Collection

Franchise Agreement

Between

The Board of County Commissioners of Monroe County

and

Waste Management of Florida, Inc.

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1
2
3 **SOLID WASTE AND RECYCLING COLLECTION**
4

5 **FRANCHISE AGREEMENT**
6
7

8 THIS AGREEMENT, made and entered into this ____ day of _____, 2004, between
9 the Board of County Commissioners of Monroe County, a political subdivision of the State
10 of Florida, hereinafter referred to as "Franchisor" and Waste Management of Florida, Inc.
11 hereinafter referred to as "Franchisee".
12

13 In consideration of the mutual benefits, the parties herein agree as follows:
14

15 1. **TERM:**
16

17 The term of this Agreement shall be for the period beginning 12:01 AM October 1,
18 2004 and terminating 11:59 PM September 30, 2009 provided that the Franchisor
19 shall have the option to extend the contract, upon mutually agreeable terms and
20 conditions, for an additional five (5) year period upon one hundred twenty (120)
21 days written notice to the Franchisee prior to the expiration of the current term of
22 this Agreement.
23

24 Monroe County's performance and obligation to pay under this contract is
25 contingent upon an annual appropriation by the Board.
26

27 2. **DEFINITIONS:**
28

29 A. **Biohazardous or Biomedical Wastes** shall mean those wastes which may
30 cause disease or reasonably be suspected of harboring pathogenic
31 organisms; included but not limited to, waste resulting from the operation
32 of medical clinics, hospitals, and other facilities producing wastes which may
33 consist of, but are not limited to, diseased human and animal parts,
34 contaminated bandages, pathological specimens, hypodermic needles,
35 contaminated clothing and surgical gloves.
36

37 B. **Board** shall mean the Board of County Commissioners of Monroe County.
38

39 C. **Bulk Trash** shall mean any non-vegetative item which cannot be
40 containerized or bundled; including, but not limited to inoperative and
41 discarded refrigerators, ranges, toilets, clothes dryers, bath tubs, water
42 heaters, sinks, bicycles and other similar domestic appliances, household
43 goods, furniture and carpeting. Carpeting will be picked up by the

Franchisee if cut to lengths of six (6) feet or less and bundled. Items must be generated from the property of a Dwelling Unit. Home Improvements; which includes, but is not limited to; cabinets, dry wall, lumber, paneling and other such construction related materials are not considered bulk trash.

D. **Collection** shall mean the process whereby Residential Solid Waste, Commercial Solid Waste, and Recyclable Material is removed and transported to a designated facility.

E. **Collection Agreement** or Agreement shall include this document. All amendments and exhibits thereto shall be made in writing and shall be the written document between the Franchisor and the Franchisee governing the provision of services as contained herein.

F. **Commercial Solid Waste** shall mean Garbage, Vegetative Waste, and Rubbish that is not Residential Solid Waste.

G. **Commercial Recycling Collection Service** shall mean the collection of recyclable materials by the Franchisee from business entities and any or all collection services not covered in JJ. within the service area.

H. **Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the service area. Such service includes both Containers and Compactors, but does not include Specialty Hauler Roll-off Collection Service.

I. **Compactor** shall mean any container which has compactor mechanism(s), whether stationary or mobile, all inclusive.

J. **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a very small amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

K. **Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type garbage truck.

L. **Containerized Residential Recycling Collection Service** shall mean the

collection of recyclable materials by the Franchisee from Dwelling Units in the service area that requires the use of containers for the collection of recyclable materials and the delivery of those recyclable materials to the Materials Recycling Facility.

M. **Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units whose Garbage, Rubbish, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Receptacle. Vegetative Waste shall not be commingled with Garbage, Rubbish, or Bulk Trash.

N. **Contract Administrator** shall mean the person designated by the Franchisor who shall act as the representative of the Franchisor during the term of this Agreement.

O. **County** shall mean Monroe County, Florida.

P. **Curbside Residential Recycling Collection Service** shall mean the collection of recyclable materials by the Franchisee from all Dwelling Units in the service area that also receive curbside Residential Solid Waste Collection Service for solid waste and other Dwelling Units as are designated by the County, and the delivery of those recyclable materials to the Monroe County Materials Recycling Facility or designated transfer station.

Q. **Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste Collection Service for all Dwelling Units whose garbage is collected by means of a garbage receptacle at curbside or roadway.

R. **Designated Facility** shall mean a processing, recycling, or transfer facility designated by Monroe County.

S. **Dwelling Unit** shall mean any type of structure or building unit with kitchen facilities intended for or capable of being utilized for residential living other than a hotel or motel unit.

T. **Fiscal Year** shall mean the period October 1 of a given year and September 30 of the following year during this Agreement.

U. **Franchisee** shall mean that person or entity that has obtained from the Franchisor a franchise, contract or permit to provide Residential Solid Waste

Collection Service, Commercial Solid Waste Collection Service, and Recycling Collection Service.

V. **Franchisor** shall mean the Board of County Commissioners of Monroe County.

W. **Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

X. **Garbage Receptacle** shall mean any commonly available light gauge steel, plastic or galvanized receptacle of non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid, handle(s) and without any jagged or sharp edges. A garbage receptacle is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Any receptacle made from plastic drums with rope handles, or slots cut in the sides for handles, is not an acceptable garbage receptacle. Any receptacle including waste materials shall not exceed thirty-two (32) gallons in capacity or fifty (50) pounds in weight, unless a Franchisee implements (with written authorization from the Contract Administrator or his Designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Franchisee's equipment.

Y. **Hazardous Waste** means solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code Chapter 17-30, or by any future legislative actions, or by federal, state, or local law.

Z. **Hotel or Motel** shall mean a structure or building unit(s) with kitchen facilities capable of being utilized for residential living where such unit or a group of such units is utilized at least fifty (50%) percent of the time for "Transient Occupancy" as such term is defined in Chapter 509, Florida Statutes, or its successor law.

AA. **Industrial Waste** shall mean any solid waste accumulations of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, tires, bottles, cans, lumber, sawdust, waste from animal packing or slaughterhouse, or other materials usually created by an

1 industrial enterprise.

2
3 BB. **Materials Recycling Facility (MRF)** shall mean any facilities operated or
4 managed by, for or on behalf of the Franchisor for the purpose of receiving,
5 sorting, processing, storing, and/or preparing Recyclable Materials for sale.

6
7 CC. **Multi-Family Dwelling Unit** shall mean and include any building or
8 structure containing two (2) or more Dwelling Units under one roof.

9
10 DD. **Office Paper** shall be defined as a mixture of paper products including letter
11 paper, notebook paper, computer and green bar paper, and other clean
12 paper products.

13
14 EE. **Permitted Disposal Facility** shall mean the place or places specifically
15 designated by the Franchisor for the disposal of solid waste, and which are
16 properly permitted by the appropriate state and local agencies.

17
18 FF. **Public Awareness Program** shall mean that program developed by the
19 Franchisor to inform and encourage residential and commercial solid waste
20 collection customers to use all solid waste collection services offered by the
21 Franchisor through the Contract. It shall also mean information concerning
22 levels of service and changes in scope of service.

23
24 GG. **Recyclable Materials** shall mean newspapers (including inserts); aluminum;
25 #1 and #2 plastic containers; clear, green and brown glass bottles and jars;
26 corrugated cardboard; kraft paper bags; office paper; tin and ferrous cans;
27 automobile tires, and other materials added upon agreement between the
28 County and the Franchisee.

29
30 HH. **Recycling Container** shall mean a rigid container made of plastic or other
31 suitable substance that is used for the storage of commingled recyclable
32 materials.

33
34 II. **Residential Solid Waste** shall mean Garbage, Rubbish, Bulk Trash and
35 Vegetative Waste resulting from the normal housekeeping activities of a
36 Dwelling Unit. Vegetative Waste shall not be commingled with Garbage,
37 Rubbish, or Bulk Trash.

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39 JJ. **Residential Recycling Collection Service** shall mean Curbside Recycling
40 Collection Services and Containerized Residential Recycling Collection
41 Service.

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- KK. **Residential Solid Waste Collection Service** shall mean service to all Dwelling Units, including but not limited to, single-family dwelling units, each living unit in a multi-family dwelling unit, condominium or cooperative association, each mobile home whether located in a mobile home park or on an individual parcel of property whether or not the lot is owned by the mobile home owner and whether or not the unit has an RV tag, and each timesharing unit.
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- LL. **Roll-off Collection Service** shall mean Specialty Hauler Service as described in the Monroe County Code Section 8-82, and is the collection of C&D only roll off containers within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Roll-off Collection Service shall also mean the collection of horticultural, agricultural, or vegetative waste from permitted land clearing sites. Roll-off Collection Service does not include Special Wastes, Garbage, or Recyclable Materials; and is not covered under this contract.
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- MM. **Rubbish** shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste. Also rubbish shall include any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.
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- NN. **Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit I, for which the Franchisee has an executed Collection Agreement.
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- OO. **Sludge** shall mean a solid or semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
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- PP. **Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit VI.

1
2 QQ. **Special Waste** shall mean those wastes that require extraordinary
3 management. They include, but are not limited to, automobile or
4 automobile parts, abandoned automobiles, boat or boat parts, waste oil,
5 sludge, dead animals, agricultural and industrial waste, septic tank
6 pumpings and Biohazardous and Hazardous wastes.
7

8
9 RR. **Vegetative Waste - Regular** shall mean any vegetative matter generated
10 from the yard and landscaping maintenance of the property of a Dwelling
11 Unit and shall include materials such as tree and shrub trimmings, grass
12 clippings, palm fronds, small tree branches and other matter usually
13 produced as refuse in the care of lawns, landscaping and yards which shall
14 not exceed four (4) feet in length and/or 4" in diameter. Such waste shall
15 be tied in bundles or placed in containers which are susceptible to normal
16 loading and collection as other Residential Solid Waste. If containers are
17 used, they shall meet or exceed the Franchisor specification for such
18 containers. No bundle or filled container shall exceed fifty (50) pounds in
19 weight. Regular Vegetative Waste shall not be commingled with Garbage,
20 Rubbish, or Bulk Trash.
21

22 SS. **Vegetative Waste - Oversize** shall mean large cuttings of vegetative matter
23 which are part of the normal yard maintenance of a Dwelling Unit, and
24 which cannot be cut for placement in a container or bundled due to the
25 material exceeding the weight and size restrictions for regular vegetative
26 waste. Oversize vegetative waste shall be placed neatly at the curb and shall
27 be of a type as to be readily handled by the mechanical collection equipment
28 of the Franchisee and shall not exceed six (6) feet in length. Oversize
29 Vegetative Waste shall not be commingled with Garbage, Rubbish, or Bulk
30 Trash. Oversize vegetative waste does not include any form of matter or
31 debris resulting from commercial tree removal; land clearing, or land
32 development. In the case of a dispute between the Franchisee and a
33 customer as to what constitutes oversize vegetative waste, the situation will
34 be reviewed and decided by the Contract Administrator whose decision will
35 be final.
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1 3. **SERVICES PROVIDED BY FRANCHISEE:**

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3 A. **Exclusive Franchise Granted.**

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5 The Franchisee is herein granted an exclusive franchise to provide
6 Residential Solid Waste Collection Service, Commercial Solid Waste
7 Collection Service, and Residential Recycling Collection Service in the
8 Service Area as described in Exhibit I. Adjustments to the Service Area
9 boundaries due to municipal annexation or contraction will be provided by
10 law. No other entity except the Franchisee may offer or provide Residential
11 Solid Waste Collection Service, Commercial Solid Waste Collection Service,
12 or Residential Recycling Collection Service in the Service Area. The
13 Franchisor agrees to assist the Franchisee in taking timely action against
14 any entity violating the provisions of this Section.
15

16 The Franchisee shall be the agent to the Franchisor to provide Commercial
17 Recycling Collection Services in the Service Area, where that service is
18 requested by a commercial entity. The Franchisee shall be responsible for
19 billing and collection of Commercial Recycling Collection services that are
20 not being billed and collected by the Franchisor.
21

22 B. **Responsibility For Service Billing and Collection.**

23
24 The Franchisor shall be responsible for the billing and payments for
25 Residential Solid Waste Collection Service. The Franchisee shall provide
26 billing and collection services for Commercial Solid Waste Collection
27 Services. Billing for Commercial Solid Waste Services shall be reported in
28 the format designated by the Contract Administrator.
29

30 C. **Emergency Service Provisions.**

31
32 In the event of a hurricane, tornado, major storm or other natural disaster,
33 the Contract Administrator may grant the Franchisee a variance from
34 regular routes and schedules. As soon as practical after such natural
35 disaster, the Franchisee shall advise the Contract Administrator when it is
36 anticipated normal routes and schedules can be resumed. The Contract
37 Administrator in conjunction with the Franchisee shall make an effort
38 through the local news media to inform the public when regular services
39 may be resumed.
40

41 The clean up from some natural disasters may require that the Franchisee

1 hire additional equipment, employ additional personnel, or work existing
2 personnel on overtime hours to clean debris resulting from the natural
3 disaster. By December 1st of the year that this Collection Agreement is in
4 effect, the Franchisee is requested to provide a Disaster Preparedness Plan
5 to the Contract Administrator for review and approval. This plan shall
6 include provisions for additional manpower and equipment as well as a
7 proposed rate for collection associated with the clean up of natural disasters
8 or other such occurrences. The Franchisee shall update the Disaster
9 Preparedness Plan by December 1st of each year of this Agreement for the
10 Contract Administrator's review and approval. The Franchisee shall receive
11 extra compensation above the normal compensation contained in this
12 Collection Agreement, after such has been approved by the Board, based on
13 the rate schedule submitted to the Contract Administrator. Payment for
14 these services shall be made by the Franchisor within ninety (90) days of the
15 receipt of the billing by the Franchisor.

16
17 **D. Service to Selected County Agencies**

18
19 The Franchisee must collect the solid waste and recyclables normally
20 generated by the County's Fire, EMS, and library facilities located within the
21 franchise area at no charge or cost to the County for collection.

22
23 **4. SOLID WASTE COLLECTION SERVICES:**

24
25 **A. Curbside Residential Solid Waste, Vegetative Waste, and Bulk Trash**
26 **Collection Services**

27
28 **(1) Conditions and Frequency of Service.**

29
30 All Curbside Residential Solid Waste and Regular vegetative waste
31 shall be properly containerized in Garbage Receptacles or otherwise
32 prepared for collection. Vegetative waste shall be separated from
33 Residential Solid Waste. No filled receptacle or bundle shall exceed
34 fifty (50) pounds in weight. (Regular vegetative waste will be as
35 defined in Section 2.RR.) Curbside Residential Solid Waste Collection
36 Service, except for permitted holidays, shall be provided twice per
37 week with not less than forty-eight (48) hours or more than seventy-
38 two (72) hours between regularly scheduled pick-up days. Regular
39 vegetative waste shall be picked up by the Franchisee not less than
40 once every seven (7) days on a scheduled route basis. Oversize
41 vegetative waste and bulk trash as defined in Section 2.SS. and 2.C.

1 of this Collection Agreement shall be picked-up by the Franchisee
2 within seven (7) calendar days of notification by the resident of the
3 Dwelling Unit. Oversize vegetative waste and bulk trash must be
4 placed at the usual accessible pick-up location.
5

6 (2) **Accessibility.**
7

8 All Residential Solid Waste to be collected shall be placed within six
9 (6) feet of the curb, paved surface of the roadway, closest accessible
10 right-of-way, or other such location agreed to by the Franchisee that
11 will provide a safe and efficient accessibility to the Franchisee's
12 collection crew and vehicle. Enclosures for garbage receptacles shall
13 be within six (6) feet of paved surface or right of way. Fixed or
14 permanent enclosures shall have a street side opening for the
15 removal of the garbage receptacle. Enclosures that do not have a
16 street side opening shall be limited to thirty-six (36) inches in height.

17 For purposes of this Agreement, roadway or right-of-way means a
18 road owned and maintained by the County, or a road on private
19 property for which an easement has been granted to the public and
20 such road is constructed and maintained to County road standards.
21 Where the resident of a Dwelling Unit is physically disabled and
22 unable to deliver Residential Solid Waste or vegetative waste to
23 curbside and this is certified by the Contract Administrator, or the
24 residential structure is located in such a manner as to provide non-
25 accessibility to the Franchisee's crew or vehicle, an alternative
26 location may be arranged between the customer and the Franchisee
27 at no extra cost to the customer. In the event an appropriate location
28 cannot be agreed upon, the Contract Administrator shall mediate the
29 dispute and designate the location for pick-up. If the resident
30 requests special services, these services shall be billed directly to the
31 customer by the Franchisee in accordance with Exhibit VI. Billing for
32 these services shall be reported in a format prescribed by the
33 Contract Administrator. In the event that a special service request
34 is not listed in Exhibit VI, charges for such services shall then be
35 established through negotiations between the Franchisee and the
36 customer. In the event the customer and the Franchisee cannot
37 reach an agreement on the cost, the Contract Administrator will
38 determine the cost.
39
40
41

1 **B. Containerized Residential Solid Waste Collection Service**

2
3 **(1) Conditions and Frequency of Service:**

4
5 The Franchisee shall provide Containerized Residential Solid Waste
6 Collection Service to Multi-Family Dwelling Units of four (4) or more
7 in the Service Area that are suitable to receive such service and
8 request such service. The size and location of the container and the
9 frequency of collection shall be determined by the Franchisee and the
10 residential complex in accordance with this Agreement. The level of
11 service shall be sufficient to meet customer needs in a safe and
12 sanitary manner. In the event of an unresolved dispute involving the
13 level and type of service to be provided, the location and size of
14 Containers or the frequency of service, the Contract Administrator
15 shall make the final determination. The Franchisee shall be paid the
16 appropriate container rental fee in accordance with Exhibit II. A
17 minimum of once a week service is required of all customers, or such
18 other minimum frequency as provided by law. Service shall not
19 exceed a maximum of twice per week. Such service shall be provided
20 by mechanical container as defined herein.

21
22 **C. Commercial Solid Waste Collection Service**

23
24 **(1) Conditions and Frequency of Service:**

25
26 The Franchisee shall collect and dispose of all Commercial Solid
27 Waste in the Service Area, except Special Waste. A minimum of once
28 a week service is required of all customers, or such other minimum
29 frequency as provided by law. Such service shall be provided by
30 mechanical Container as defined herein. However, where a customer
31 generates less than one (1) cubic yard per week of waste, Garbage
32 Receptacles provided by the customer may be utilized. The size of the
33 Container and the frequency of collection shall be determined
34 between the customer and the Franchisee. However, size and
35 frequency shall be sufficient to provide that no Commercial Solid
36 Waste need be placed outside or above lid level of the Container.
37 Storage capacity shall be suitable for the amount of waste generated
38 by the customer. In the event the Customer and the Franchisee
39 cannot reach an agreement as to the level and type of service to be
40 provided, the Contract Administrator shall make a decision binding
41 on both parties, including the location and size of Containers and the

required number of pick-ups per week.

All Commercial Solid Waste shall be placed in a Container, Compactor or Garbage Receptacle. Vegetative Waste shall not be commingled with Garbage. Where Garbage Receptacles are used, they shall be placed at the roadside or at such other single collection point as may be agreed upon between the Franchisee and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Franchisee and the customer. Any Container or Compactor damaged by the Franchisee shall be repaired or replaced by the Franchisee within seven (7) days.

Compactors may be obtained by customers from any source provided that such Compactors be of a type that can be serviced by the Franchisee's equipment. The customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

(2) **Method of Collecting.**

Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the Franchisee and the customer.

(3) **Level, Type and Disclosure of Rates for Commercial Collection and Other Services**

- a. **Commercial Collection:** The Franchisee shall only charge rates as set out in Exhibit II or as otherwise allowed by this Agreement. A written agreement between the Franchisee and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The fees charged to the customer by the Franchisee may vary in accordance with the rate schedule in Exhibit II based on changes in size of Containers and/or changes in frequency of collection. The terms and conditions of such agreement shall be in compliance with all provisions of this Agreement. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator or his designee shall

1 establish the level and type of service to be provided including
2 the location, size of the Container and number of pick-ups per
3 week and the "TOTAL RATE" to be charged within the
4 approved rate limits contained in Exhibit II. The Franchisee
5 will be responsible for the billing and collection of Commercial
6 Collection Service except as otherwise provided in this
7 Agreement.

- 8
9 b. **Disclosure:** The written Agreement between the Franchisee
10 and the Customer shall be a separate document as specified
11 in Exhibit III.
12

13 **D. Hours of Collection:**

14
15 Curbside Residential Solid Waste Collection Service shall be provided
16 between the hours of 5:00 a.m. and 6:00 p.m. Monday through Saturday.
17 Dwelling Units receiving Containerized Residential Solid Waste Collection
18 Service and non-residential collection sites located adjacent to residential
19 units shall be considered residential collection and shall only be collected
20 between the hours of 5:00 a.m. and 6:00 p.m. Monday through Saturday.
21 Other non-residential locations may be collected at any time. The hours of
22 collection may be extended due to extraordinary circumstances or conditions
23 with the prior consent of the Contract Administrator.
24

25 **E. Routes and Schedules:**

26
27 For Residential Solid Waste Collection Service, the Franchisee shall provide
28 the Contract Administrator, in a format acceptable to the Contract
29 Administrator, the schedules for all Collection routes and keep such
30 information current at all times. If any changes in the Collection routes
31 occur, then the Contract Administrator shall be immediately notified in
32 writing not less than four weeks prior to change. In the event of a
33 permanent change in routes or schedules that will alter the day of pick-up,
34 the Franchisee shall immediately notify the customer(s) affected in writing
35 or other manner approved by the Contract Administrator prior to the
36 change, at no cost to the Franchisor.
37

38 **5. RECYCLING COLLECTION SERVICE:**

39
40 The Franchisee shall provide Residential Recycling Service and, where requested
41 by the customer, Commercial Recycling Collection Service in the Service Area. The